

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medex, Inc.		05/21/2003	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	201 S. College Street
Internal Address:	CP-8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number
Registration Number:	2474014
Registration Number:	2480301
Registration Number:	2169649
Registration Number:	1085415
Registration Number:	979039
Registration Number:	797327
Registration Number:	1946558
Registration Number:	1805211
Registration Number:	1540338

CORRESPONDENCE DATA

Fax Number: (919)286-8199

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (919) 286-8122

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

TRADEMARK
REEL: 002690 FRAME: 0493

OP \$240.00 2474014

Address Line 1: 2200 W. Main Street
Address Line 2: Suite 800
Address Line 4: Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:

512485/001125

NAME OF SUBMITTER:

Steven D. Thomas

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2003, is by and among MEDEX, INC., an Ohio corporation (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent for the Lenders pursuant to the Credit Agreement described below.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement dated as of May 21, 2003 (as amended, restated, modified, supplemented or replaced from time to time, the "Credit Agreement"), among Medex, Inc., an Ohio corporation (the "Borrower"), MedVest Holdings Corporation, an Ohio corporation (the "Parent"), the Domestic Subsidiaries of the Borrower from time to time party thereto (together with the Parent, individually a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto and the Administrative Agent, the Lenders have agreed to make Loans and issue Letters of Credit upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement and the obligations of the Lenders to make their respective Loans and to issue Letters of Credit under the Credit Agreement that the Grantor shall have executed and delivered that certain Security Agreement dated as of May 21, 2003 (as the same may be amended, modified, extended or restated from time to time the "Security Agreement") by and among the Borrower, the Guarantors and the Administrative Agent; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. **Grant of Security Interest in Trademark Collateral.** Grantor hereby grants to the Administrative Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all Accessions, Proceeds and products of any and all of the foregoing..

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Each of the parties hereto has caused a counterpart of this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MEDEX, INC.,
An Ohio corporation

By: Michael L. Dobrow
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

Each of the parties hereto has caused a counterpart of this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MEDEX, INC.,
An Ohio corporation

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Chris McCoy
Name: Chris McCoy
Title: Associate

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
COUNTY OF Cook) ss.

On this _____ day of May, 2003, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that s/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Sharon Moy
{seal} Notary Public



**Medex Inc.
(Ohio Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
ACUVANCE and Design	2474014	7/31/01
ACUVANCE	2480301	8/21/01
CATHLON	2169649	6/30/98
JELCO	1085415	2/14/78
JELCO	979039	2/19/74
JELCO	797327	10/5/65
OCRILON	1946558	1/9/96
OPTIVA	1805211	11/16/93
PROTECTIV	1540338	5/23/89